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May 10, 2017

By Email

TerriAnne Benedetto, Esq.
Seeger Weiss LLP
1515 Market Street
Suite 1380
Philadelphia, PA 19102

**Re: In Re: National Football League Players' Concussion Injury Litigation
No. 2:12-md-02323-AB
NFL Case Consulting, LLC and Jim McCabe**

Dear TerriAnne:

Please allow this letter to respond to your May 5, 2017 correspondence regarding the above referenced matter. As we have done since the beginning of this matter, our Clients, NFL Case Consulting, LLC and Jim McCabe (collectively "Clients") have continued to address, to the best of our ability and proportionally to each request, all concerns raised by both Co-Lead Class Counsel as well as counsel for the NFL. To that end, we hope our client's concrete actions and plans detailed in this letter will adequately address all concerns raised in your May 5, 2017 letter.

Your May 5, 2017 letter makes or expands upon several previous requests directed to our Clients. I will address each in turn.

First, you have requested that our Clients either provide you with the ability to listen to all recordings of calls between our Clients and Class Members with whom our Clients have contracted. Alternatively, you have requested permission to contact all Class Members with whom our client has contracted. Our Clients respectfully decline your invitation to listen to all calls or otherwise contact Class Members utilizing our Clients' services. Our Clients have, however, committed to reviewing *each and every* call to or from any Class Member that has contracted with our Clients to utilize their services. This process is ongoing and is extremely expensive and time-consuming for our Clients. Nevertheless, our Clients are committed to this costly procedure in order to ensure that each Class Member choosing to utilize our Clients' services will have all calls reviewed for accuracy. Our Clients will continue this review until all Class Members that have contracted with our Clients have all their calls reviewed for accuracy.

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Regardless of the outcome of this review and to assure that no one has been misled, our Clients have agreed to immediately begin calling each and every Class Member that has previously contracted with our Clients in order to provide a list of ten disclosures addressing all concerns raised by Co-Lead Class Counsel and counsel for the NFL. These calls will be placed to *all* Class Members with whom our Clients have contracted, regardless of the contents of the calls with those Class Members. Specifically, our Clients will call all Class Members with whom they have contracted and provide the Class Member with the following disclosures:

1. Case Strategies Group **is not** a law firm.
2. Case Strategies Group **does not** work for a law firm.
3. Case Strategies Group works **with a network** of attorneys and can provide a Class Member with a list of options for legal counsel, but that a Class Member is free to retain any attorney he chooses.
4. Case Strategies Group **does not** work with the National Football League (“NFL”) or the NFL Players Association (“NFLPA”)
5. Case Strategies Group **does not** work with the Claims Administrator’s Office and was not appointed or endorsed by the United States District Court for the Eastern District of Pennsylvania.
6. Case Strategies Group **does** charge a fee on contingency based on the success of a Class Member’s claim. If the Class Member’s claim is not paid, he will not owe Case Strategies Group. If a Class Member’s claim is paid, Case Strategies Group is entitled to a percentage of my recover based on my contract.
7. The Class Member **does not** have to hire Case Strategies Group or an attorney to file a claim.
8. The Class Member is aware and understands that Case Strategies Group does assist in the processing of my claim but the final decision as to how to proceed is the Class Member’s choice as the client.
9. The Class Member is aware that Case Strategies Group assists an attorney of my choosing with the administrative aspects of my claim.
10. The Class Member is aware and understands that he will be in control of the decision made regarding the pursuit of my claim. The Class Member is free to terminate this agreement at any time **prior** signing the written acknowledgement without incurring any charges from Case Strategies. If the Class Member chooses to terminate his agreement at some time in the future, the Class Member will receive a bill for the services undertaken by Case Strategies Group on behalf of the Class Member.

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After the Class Member has received these disclosures on a telephone call with a representative of our Clients, a written statement will follow by e-mail, fax, or mailing containing a written copy of the identical disclosures as well as an acknowledgement form for the Class Member to sign and return to our Clients. A Class Member will be required to sign and return this acknowledgement form in order to continue receiving services from our Clients. All Clients that do not return the acknowledgement form will have their contracts with our Clients voided with no penalty to the Class Member. As such, any Class Member who does not wish to continue receiving our Clients' valuable services after receiving these verbal and written disclosures would not need to take any additional step – the failure to return the acknowledgement voids the Class Member's contract. This alone should assuage all concerns from Co-Lead Class Counsel.

Second, you have asked for a copy of the current agreement used with Class Members. Please find a copy attached. And, while our client would welcome constructive feedback from Co-Lead Class Counsel, our Clients do not provide this agreement for Co-Lead Class Counsel to make wholesale changes to the way they do business.

Third, you have requested the ability to review our Clients' new website content. Our client has advised that the Case Strategies Group website is currently online and available for viewing at www.casestrategiesgroup.com. The content of the website has been approved by compliance counsel, and our Clients invite you to take a look at the content at your convenience. Our Clients, again, welcome any constructive feedback you might have as to the content of their website.

Fourth, you have asked for a list of all Class Members who have contracted with our Clients. You have also asked for a list of law firms our Clients provide to Class Members who request advice on the selection of legal counsel. Our Clients will respectfully decline both requests as we do not see how they are related to the allegations you have made. In short, neither the number or identity of the Class Members who have contracted with our Clients, nor the identities of the law firms provided to those Class Members, has any bearing on your allegations. Again, given the disclosures and acknowledgement procedure described above, there should be no legitimate reason for Co-Lead Class Counsel to require this information.

Fifth, you have requested a list of all services our Clients provide to Class Members with whom they have contracted. Our Clients provide a tailored suite of services to Class Members – all of which are described on our client's website and in the contract provided to Class Members. Between the website content we have provided you access to, as well as the contract we enclose, the full panoply of services, in up to ten different categories, offered to Class Members should be readily apparent. However, because each case handled by our Clients is unique, each Class Member will require slightly different services, and not all Class Members contracting with our Clients will receive each type of service offered.

Sixth, you have requested that our Clients provide a list of all Class Members that our Clients have sent for medical testing “with the promise or even the suggestion that a diagnosis

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arising out of that testing could constitute a Qualifying Diagnosis.” Our Clients have *never* sent a Class Member for any medical testing with the suggestion that what is received could constitute a Qualifying Diagnosis under the settlement. Indeed, as of the date of this letter, our Clients advise that they have never sent a Class Member for medical testing for any reason at all. However, our Clients may, under appropriate circumstances, recommend that a Class Member have an independent medical opinion, after discussing the pros and cons of such an opinion with the Class Member. Further, our Clients do provide advice regarding which MAF Doctor is the right choice for a Class Member based upon the Class Member’s preferences, geography, and other factors known to our Clients based upon our Clients’ ongoing relationship with Class Members with whom they have contracted. Indeed, services and advice tailored to the needs and preferences of individual Class Members is a hallmark of our Clients’ services and can only be achieved as a result of the ongoing personal relationship each Class Member has with an individual working for our Clients.

We hope this letter addresses all legitimate concerns raised in your May 5, 2017 letter. However, to the extent that you have additional questions or follow up, please do not hesitate to contact me at your convenience.

Very truly yours,

/s/ Richard L. Scheff
Richard L. Scheff

cc: Lynn B. Bayard, Esq. (via e-mail)
Douglas M. Burns, Esq. (via e-mail)
Sol Weiss, Esq. (via e-mail)